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NOV - 9 2005

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NORTHERN DISTRICT OF CALIFORNIA

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15 Attorneys for Plaintiff  
16 Publications International, Ltd.

17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA  
19 SAN FRANCISCO DIVISION

20 PUBLICATIONS  
21 INTERNATIONAL, LTD. an Illinois  
22 corporation,

23 Plaintiff,

24 v.

25 TINKERS & CHANCE, a California  
26 partnership, and DOES 1 through 10,

27 Defendants.

Case No. C 05 3256 MHP

NOTICE OF DISMISSAL  
(Fed. R. Civ. P. 41(a)(1)(i))

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that pursuant to Rule 41(a)(1)(i) of the Federal  
3 Rules of Civil Procedure, and based on the following covenant not to sue provided  
4 by defendant Tinkers & Chance on October 31, 2005,

5 Tinkers & Chance unconditionally covenants not to sue  
6 Publications International, Ltd. for any past, present, or  
7 future infringement, including inducing or contributing to  
8 third party infringement, of all claims in United States Patent  
9 No. 6,739,874 (the "'874 patent") and in the patent issuing  
10 from United States Patent Application Serial No. 10/455,573  
11 (the "'573 application") as they currently read, and any claim  
12 in any reissued or reexamined version of the '874 patent or  
13 the patent issuing from the '573 application that is the same  
14 as, or substantially identical to, any claim in the '874 patent  
15 or the patent issuing from the '573 application as it currently  
16 reads, arising out of Publications International, Ltd.'s  
17 manufacture, use, sales, offers to sell, or importation of any  
18 past or present Publications International, Ltd. product  
19 commercially available on or before the date of this  
20 covenant, including without limitation the ActivePAD™ and  
21 ActivePOINT™ products. This Covenant shall extend to  
22 future additions to or modifications of the content of the  
23 educational books used with the ActivePAD™ or  
24 ActivePOINT™ products.

25 plaintiff Publications International, Ltd., dismisses this action with prejudice, each  
26 side to bear its own fees and costs.

27 Dated: November 4, 2005

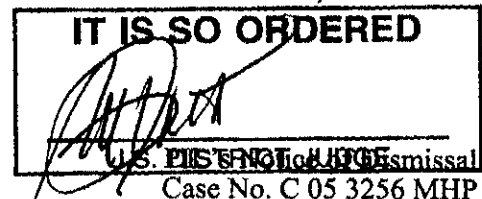
28 SONNENSCHN NATH & ROSENTHAL  
LLP

By /s/ Laura A. Wytsma

Laura A. Wytsma  
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